

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:21-cv-00390-RJC-DSC

COMMERCIAL CREDIT GROUP, INC.,)
)
Plaintiff,)
)
v.)
)
LCF HOLDINGS, LLC,)
FOURNERAT & TOUPS FARMS, LLC, and)
LOGAN CASS FOURNERAT,)
)
Defendants.)

Consent Judgment

THIS MATTER comes before the Court upon the joint request of Plaintiff Commercial Credit Group Inc. (“Plaintiff”) and Defendants Fournерat & Toups Farms, LLC, LCF Holdings, LLC, and Logan Cass Fournерat (“Defendants”) that the Court enter a Consent Judgment resolving all matters in controversy in this action. Plaintiff and Defendants therefore stipulate to the following findings of fact, conclusions of law, and judgment and waive the necessity for this Court to make any additional findings of fact or conclusions of law in support of this judgment:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Plaintiff is a corporation organized under the laws of the State of Delaware which is authorized to do business in the State of North Carolina, with its principal place of business in Mecklenburg County, North Carolina.
2. Defendant Fournерat & Toups Farms, LLC is a Louisiana limited liability company with its principal place of business in Evangeline Parish, Louisiana.
3. Defendant LCF Holdings, LLC is a Louisiana limited liability company with its principal place of business in Evangeline Parish, Louisiana.

4. Defendant Logan Cass Fournarat is a resident and citizen of Evangeline Parish, Louisiana.

5. This Court has personal jurisdiction over the parties, jurisdiction over the subject matter of this dispute, and venue is proper in this division.

6. Defendants were properly served with the Summons and Complaint in this action.

7. The Complaint states a claim by Plaintiff against Defendants for breach of contract.

8. This Consent Judgment may be transcribed, domesticated, recorded or enforced in any county, state, country, or jurisdiction where any of the Defendants reside, transact business, or own or hold any assets (real or personal), and Defendants waive the right to challenge any such domestication or transcription of judgment.

9. Defendants further waive any and all appeal rights they may have in this matter, such that entry of this Consent Judgment fully and finally resolves this action.

10. The terms of this Consent Judgment have been voluntarily agreed to and are reasonable.

11. Plaintiff is entitled to a monetary judgment against Defendants, jointly and severally, in favor of Plaintiff for the principal sum of Five Hundred Seventy-Five Thousand Four Hundred Dollars and Nine Cents (\$575,400.09).

WHEREFORE, it is hereby **ORDERED, ADJUDGED, and DECREED** that:

1. Judgment is hereby entered against Defendants, jointly and severally, and in favor of Plaintiff in the principal sum of **\$575,400.09**, such amount to accrue interest at the legal rate from the date of entry of this Judgment; and

2. This Judgment resolves all matters in controversy in this action only. Any other claims or controversies or rights as between the Parties that were not raised by Plaintiff's Complaint in this action shall be unaffected by the entry of this Consent Judgment.

SO ORDERED.

Signed: December 30, 2021

Robert J. Conrad Jr.

Robert J. Conrad, Jr.
United States District Judge

